

Remarks

In the present application, claims 1-25 are pending. Claims 1-25 are rejected.

Amendment to the Claims

Claims 1-25 are canceled without prejudice or disclaimer.

Claims 26-50 are newly added. Support for these claims may be found throughout the specification, for example, the claims as originally filed, for example, page 9, lines 5-7 ("If the deposit was carried out (step 409), in step 410 the IVR sets in the subscriber information the voucher type currently in use VTu to voucher type T"); page 10, lines 1-3 ("The present invention can be implemented in existing network elements. They all have processors and a memory with which the inventive functionality described below can be implemented"); page 4, lines 7-9 ("The service logic program handling a prepaid call runs during the whole call, since it controls credit updating").

No new matter is added.

Claim Rejections

The Examiner has rejected claims 1-3, 9-11, 18-20 and 24-25 under 35 U.S.C. § 102(b) as being anticipated by Walker. (U.S. Pat. No. 5,825,863), herein Walker, and claims 4-8, 12-17 and 21-23 as being unpatentable under 35 U.S.C. § 103(a) over Walker.

In the Office Action dated November 09, 2009, the Examiner asserts:

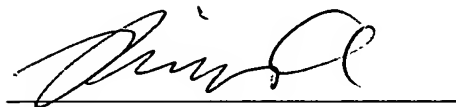
"it is well known in the art at the time of the invention that "A prepaid service is a service where a subscriber pays in advance his calls by buying vouchers. The prepaid service logic and prepaid service data are stored in the system... the prepaid service enable roaming subscribers to pay their local calls at local tariffs, whereas the use of the SIM card of their home service provider results in paying international tariffs to their home network and back". Walker also teaches that, tariffs may be in time units, monetary values and unit values. **Charging or billing one tariff model to a type of voucher** would have been left as an agreement between users and the owners of the system of Walker. The motivation [to] introduce such a billing scheme in the system and method of Walker 1 [sic] would have been **to redistribute type of charges to a credit card or a billing card in case one of the client's billing card become exhausted**" (emphasis added).

Assuming, arguendo, that Walker teaches “charging or billing one tariff model to a type of voucher would have been left as an agreement between users and the owners of the system of Walker” (which the Applicants do not so assert), Walker does not disclose or suggest that the agreed billing methods may be changed “in response to crediting the prepaid account according to the request”. Clearly, Walker does not disclose or suggest “in response to crediting the prepaid account according to the request, setting a current tariff scheme associated with the subscriber to be the particular tariff scheme” as in claim 26.

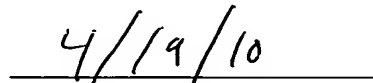
Additionally, it is noted that in order to “redistribute type of charges to a credit card or a billing card in case one of the client’s billing card become exhausted” it is unlikely the method would consider techniques to provides a versatile “tariff model” system which controls the prices charged. Rather, the cited motivation would likely consider varying which accounts/credit cards are billed.

For the foregoing reasons, the Applicant believes that each and every issue raised by the Examiner has been adequately addressed and that this application is in condition for allowance. As such, early and favorable action is respectfully solicited.

Respectfully submitted:



Ricardo Ochoa



Date

Reg. No.: 61,545

Customer No.: 29,683

HARRINGTON AND SMITH, ATTORNEYS AT LAW, LLC

4 Research Drive

Shelton, CT 06484-6212

Telephone:(203) 925-9400 x24

Facsimile: (203) 944-0245

Email: ROchoa@HSPatent.com